



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period August 1, 2007 through June 30, 2008

MEETING DATE: August 15, 2007

PREPARED BY: Interim Park and Recreation Director

RECOMMENDED ACTION: Authorize the City Manager to execute Renewal and Amendment to Service Agreement contract with the San Joaquin County Sheriff's Office for Community Corps for the period August 1, 2007 through June 30, 2008.

BACKGROUND INFORMATION: Community Corps is a work program offered through the San Joaquin County Sheriff's Department. Community Corps participants are scheduled through a central office of the Sheriff's Department. When a project is scheduled, participants are transported from the County facility directly to the work site. An Inmate Work Site Supervisor drives the bus to and from the County facility and provides work site supervision. It is the Inmate Work Site Supervisor's responsibility to supervise, direct and enforce program rules. The City does not provide transportation or supervision of Community Corps work program participants. This is a distinct program separate from Community Service and the Alternative Work Program. Staff anticipates a flat fee of \$350 per day for a Community Corps crew, including the supervision and transportation. The City is not responsible for providing Workers Compensation insurance for the Community Corps participants or the Inmate Work Site Supervisor.

FISCAL IMPACT: The Parks Division will use Community Corps crews a maximum of four times this fiscal year. Specific projects have been identified at Lodi Lake Park Nature Area, Pixley Park, and the Grape Bowl. These projects are projected to cost \$1400 this fiscal year.

FUNDING AVAILABLE: Due to constraints on the Parks Division maintenance/operations budget, Community Corps participants will be utilized for four one-day projects.

Kirk Evans, Budget Manager

Steve Dutra
Interim Parks and Recreation Director

cc: City Attorney

APPROVED: _____
Blair King, City Manager

***San Joaquin County Sheriff Department - Community Corps
Service Agreement with City of Lodi Parks and Recreation***

This Agreement is made and entered into on 8-3-07, by and between the San Joaquin County Sheriff's Department Community Corps (hereinafter known as SHERIFF) and Lodi Parks & Rec. (hereinafter known as CUSTOMER).

Whereas, the SHERIFF provides general labor by inmates and also provides for their supervision in performing various tasks in and about the CUSTOMER property; and

Whereas, the CUSTOMER can provide work opportunities for inmates and is desirous of obtaining the benefits of such labor and supervision;

Now, therefore, it is agreed as follows:

1. The term of this Agreement shall begin on the date indicated above and be in effect for twelve (12) months from that date. After initial contract term, upon written mutual agreement, this contract may be extended annually. Either party may terminate this Agreement after giving thirty (30) days written notice to the other.
2. The SHERIFF shall provide inmate laborers under the SHERIFF's supervision to perform the work as outlined in "Attachment A, Job Duties to be Performed by Inmate Labor Work Crews" in and about the grounds of the CUSTOMER. The SHERIFF shall be responsible for all aspects of transportation, safety and supervision of inmates when so engaged.
3. The CUSTOMER shall pay the SHERIFF the appropriate sum as adopted and established by the Board of Supervisors, in the Community Corps Program (CCP) fee schedule. The current fee schedule is attached and incorporated with this agreement. Services performed under this Agreement shall not exceed \$100,000 per year.
4. The CUSTOMER shall pay all associated disposal fees for work performed under this Agreement.
5. Each party agrees that it shall hold the other free and harmless from any and all liability for damage or claims for damage for personal injury or property damage occasioned by their respective performance of this Agreement, save and except for the sole negligence of each.
6. The CUSTOMER retains the right to direct the locations of work to be accomplished so long as the SHERIFF deems it safe for both the public and the inmates.

7. The SHERIFF agrees that all inmate workers and supervisors are and will remain members of the SHERIFF's workforce and will be covered under the SHERIFF's insurance programs, including worker's compensation coverage.
8. The SHERIFF will bill the CUSTOMER on a monthly basis in accordance to work performed under this Agreement. Invoices shall be submitted by the SHERIFF to:

CUSTOMER Official Accounts Payable-City of Lodi
CUSTOMER Name Ruby Paiste
Address 300 W Pine St., Lodi, CA 95240
Telephone 333-6721
Fax 333-6795

9. This document and referenced attachments constitute the entire Agreement between the parties and may be amended by written consent by both parties.

Approved for SHERIFF by:

Approved for CUSTOMER by:

James Todd Kline
Sheriff-Community Corps Lieutenant
7000 Michael N. Canlis Blvd.
French Camp, CA 95231-9781
209-468-4584

Steve Dutra
Director-Lodi Parks & Recreation
125 N. Stockton St.
Lodi, CA 95240
333-6742

Date

Date

Approved as to Legal Form:
DAVID E. WOOTEN
San Joaquin County Counsel

By: _____
MATTHEW DACEY
Deputy County Counsel

ATTACHMENT A

JOB DUTIES TO BE PERFORMED BY INMATE LABOR WORK CREWS

- Remove dead or end of life cycle plants, shrubs, and trees
- Trim brush and trees
- Prepare and replant areas of plant loss
- Slope restoration and reseeding (eroded slopes)
- Ground cover removal and replanting
- Prepare and plant undeveloped right-of-way areas to establish desirable landscaping
- Manual weed control
- Mowing lawns and mulching plants
- Hand water landscape plants
- Clean culverts and restore ditches and headwalls
- Clean landscaped areas and make fire breaks
- Clean brush, weeds, remove debris, etc., from right-of-way and drainage ways
- An annual tree planting program each winter or season
- Litter removal
- Minor storm damage repair activity
- Propagate landscape materials
- Trash and litter pickup

ATTACHMENT B

Community Corps Program (CCP) Fee Schedule

Cal Trans	\$250.00 per crew	Cal Trans Vehicle
Cal Trans	\$300.00 per crew	CCP Vehicle
All Other Contracts	\$300.00 per crew	CCP Vehicle
Recycling Center	\$300.00 per crew	CCP Vehicle
Weed Abatement Equip.	\$350.00 per crew	CCP Vehicle
½ Day Fees	\$175.00 per crew	CCP Vehicle